

**Exhibit 6C**  
**Excerpts of Deposition of Kenneth Buckfire**

Page 133	Page 135
<p>1 A. <b>Correct.</b></p> <p>2 Q. So, you felt like we had some time to negotiate?</p> <p>3 A. <b>That's correct.</b></p> <p>4 Q. Yeah. Your understanding is that the legal</p> <p>5 negotiations of the forbearance agreement were</p> <p>6 complicated but that they proceeded uninterrupted from</p> <p>7 June 11th to July 15th, correct?</p> <p>8 A. <b>Correct.</b></p> <p>9 Q. And if there had been a serious interruption in these</p> <p>10 negotiations, you would have likely known about this</p> <p>11 as an important advisor to the City, correct?</p> <p>12 A. <b>Yes.</b></p> <p>13 Q. And you are aware of no serious interruption, correct?</p> <p>14 A. <b>No.</b></p> <p>15 Q. That's not correct?</p> <p>16 A. <b>I'm not aware of any serious interruptions.</b></p> <p>17 Q. In late June of 2013 you learned that Syncora wanted</p> <p>18 to make a proposal to the City, isn't that correct?</p> <p>19 A. <b>Yes.</b></p> <p>20 Q. And you had a conversation with Todd Snyder on the</p> <p>21 subject of Syncora's potential proposal on Saturday,</p> <p>22 June 29th, isn't that correct?</p> <p>23 A. <b>That's correct.</b></p> <p>24 Q. Mr. Snyder you understood is a banker at Rothschild's,</p> <p>25 correct?</p>	<p>1 that would be of benefit to the City in resolving the</p> <p>2 Swap matter. I told him that we were always willing</p> <p>3 to listen to anything anyone had to say and I asked</p> <p>4 him to tell me what he had in mind. He never did.</p> <p>5 Q. Have you told me everything you can recall about that</p> <p>6 conversation?</p> <p>7 A. <b>Yes.</b></p> <p>8 Q. During that conversation didn't Mr. Snyder describe</p> <p>9 the general structure of a proposal Syncora wanted to</p> <p>10 make?</p> <p>11 A. <b>No.</b></p> <p>12 Q. So, if Mr. Snyder says he did, he's lying or mistaken?</p> <p>13 A. <b>He never made a specific proposal to me.</b></p> <p>14 Q. I'm not saying a specific proposal, I'm saying a</p> <p>15 general structure of a proposal, that's what he</p> <p>16 testified to in his affidavit.</p> <p>17 Did he provide to you the general structure</p> <p>18 of a proposal that Syncora wanted to make?</p> <p>19 A. <b>Not that I recall.</b></p> <p>20 Q. Possible he did, possible he didn't, you just can't</p> <p>21 remember?</p> <p>22 A. <b>I can't remember.</b></p> <p>23 Q. Did he tell you that we'd be able to put specifics</p> <p>24 into the general structure of the proposal if we could</p> <p>25 execute an NDA that would allow us to learn about the</p>

Page 134	Page 136

Page 137	Page 139
<p>1 <b>never got a proposal.</b></p> <p>2 Q. I want to make that clear that's subject to you saying 3 you don't remember whether he provided the general 4 outlines of the structure or not, correct?</p> <p>5 <b>A. No.</b></p> <p>6 <b>MR. CULLEN:</b> Objection. Foundation. I 7 don't know what general --</p> <p>8 <b>MR. HACKNEY:</b> Foundation?</p> <p>9 <b>MR. CULLEN:</b> Yeah, general outline is my 10 problem.</p> <p>11 <b>A. I can't recall him telling me anything about what he 12 was going to propose and certainly wasn't specific.</b></p> <p>13 <b>If he had been specific, I probably would remember it.</b></p> <p>14 <b>BY MR. HACKNEY:</b></p> <p>15 Q. And that's because -- but you do remember him telling 16 you the specifics would come after we sign an NDA?</p> <p>17 <b>A. I do.</b></p> <p>18 Q. Yeah. And then your understanding is that there was a 19 problem with the NDA that you couldn't discuss the 20 proposal with the EFM?</p> <p>21 <b>A. That's correct.</b></p> <p>22 Q. And that was something that the parties couldn't get 23 over?</p> <p>24 <b>A. I asked Jones Day to go back to Kirkland Ellis and try 25 to fix the problems we had in the NDA and then I moved</b></p>	<p>1 <b>A. Sometimes.</b></p> <p>2 Q. Isn't that something that you'll do in the DIP 3 financing which is you'll get all these offers in and 4 then you'll make these guys compete with each other in 5 order to drive best possible deal for the City, 6 correct?</p> <p>7 <b>A. Only if you assume a level playing field which this 8 negotiation was not.</b></p> <p>9 Q. I'm just asking generally about the idea of trying to 10 drive the best deal possible through competition 11 amongst different negotiating parties. Can be 12 valuable, right?</p> <p>13 <b>A. Can be under the right circumstances. This was not 14 one of them.</b></p> <p>15 Q. And what was wrong about the circumstances?</p> <p>16 <b>A. Because we had only two parties to the table, the Swap 17 counterparties who had signed the collateral 18 agreement. There was nobody else to negotiate with.</b></p> <p>19 Q. That's right, that's right, because your understanding 20 was that Syncora had no rights whatsoever under the 21 collateral agreement, correct?</p> <p>22 <b>A. Correct.</b></p> <p>23 Q. And your understanding was they had no ability to 24 direct the actions of the Swap counterparties, 25 correct?</p>